

EXHIBIT 64

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

SERVICIOS FUNERARIOS GG, S.A. DE
C.V.,

Plaintiff,

v.

ADVENT INTERNATIONAL
CORPORATION.,

Defendants,

And

ADVENT INTERNATIONAL
CORPORATION,

Counterclaim-Plaintiffs,

v.

SERVICIOS FUNERARIOS GG, S.A. DE
C.V.,

Counterclaim-Defendant.

C.A. No. 23-cv-10684-IT

**THIRD PARTY FIBRA UNO ADMINISTRACION S.A. DE C.V.'S OBJECTIONS AND
RESPONSES TO ADVENT INTERNATIONAL CORPORATION'S SUBPOENA TO
TESTIFY AT A DEPOSITION IN A CIVIL ACTION**

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, Third Party Fibra Uno Administracion S.A. de C.V. ("Fibra Uno") provides its objections and responses to Advent International Corporation's ("Advent International") Subpoena to Fibra Uno Administracion S.A. de C.V. to Testify at a Deposition in a Civil Action (the "Subpoena").

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

1. Fibra Uno objects to the subpoena in its entirety for lack of proper service pursuant to FRCP 45(b). Fibra Uno provides these responses and objections provisionally, and reserves all rights to challenge the purported method of service.

2. Fibra Uno objects to the subpoena in its entirety for failure to comply with the

geographic limitations of FRCP 45(c).

3. Fibra Uno objects to the subpoena in its entirety for lack of personal jurisdiction.

4. Fibra Uno objects to the subpoena for failure to provide sufficient time to reply.

5. Fibra Uno objects to the subpoena as unnecessarily onerous and unduly burdensome for a non-party and as exceeding permissible discovery. Advent International has failed to take reasonable steps to avoid imposing undue burden and expense on a person subject to the subpoena.

6. Fibra Uno objects to the subpoena to the extent it attempts to impose any obligation contrary to or broader than required by the Federal Rules of Civil Procedure or the Local Rules of the applicable courts.

7. Fibra Uno objects to the subpoena to the extent it attempts to impose any obligation contrary to or broader than required by applicable law, including Mexican law.

8. The objections set forth in these responses are not necessarily comprehensive, and Fibra Uno reserves the right to amend or supplement these responses should additional or different information become known to it, whether through discovery, further investigation, or otherwise. Furthermore, by notifying you of these objections, Fibra Uno does not waive its right to seek to quash or modify the subpoena or to obtain any other relief to which it may be entitled.

OBJECTIONS TO ADVENT INTERNATIONAL'S DEFINITIONS AND INSTRUCTIONS

1. Fibra Uno objects to the Definitions and Instructions to the extent they impose any obligation contrary to or broader than required by the Federal Rules of Civil Procedure, the Local Rules, and any other applicable law.

2. Fibra Uno objects to the definition of "Servicios Funerarios" as overbroad, vague, and contrary to fact to the extent it includes any entity other than Servicios Funerarios GG, S.A. de C.V.

3. Fibra Uno objects to the definition of "Fibra Uno," "you," and "your" as overbroad, vague, and contrary to fact to the extent it includes any entity other than Fibra Uno Administracion S.A. de C.V.

4. Fibra Uno objects to the definition of "El-Mann Family" as overbroad, vague, and contrary to fact.

OBJECTIONS AND RESPONSES TO ADVENT INTERNATIONAL'S TOPICS

Topic No. 1: Your role in the Gayosso Transaction, including:

- a. about the documents and communications You reviewed related to the Gayosso Transaction or Gayosso, including any financial statements or reports related to Gayosso or its subsidiaries;
- b. any internal deliberations, discussions, analyses, or recommendations by or among You regarding the Gayosso Transaction or Gayosso; and
- c. any communications between You, Andre El-Mann, and Servicios Funerarios or Gayosso regarding the Gayosso Transaction or Gayosso.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International.

Topic No. 2: The role of You or the El-Mann Family in the Gayosso Transaction, including:

- a. about the documents and communications the El-Mann Family reviewed related to the Gayosso Transaction or Gayosso, including any financial statements or reports related to Gayosso or its subsidiaries;
- b. about any internal deliberations, discussions, analyses, or recommendations by or among the El-Mann Family regarding the Gayosso Transaction or Gayosso; and
- c. about any communications between the El-Mann Family and the witness, Servicios Funerarios, or Gayosso regarding the Gayosso Transaction or Gayosso.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Topic to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

Topic No. 3: The legal ownership of the Real Estate as a result of or following the Gayosso Transaction, including acquisition of the Real Estate by You, Servicios Funerarios, Andre El-Mann, or the El-Mann Family as a result of or following the Gayosso Transaction.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to

instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Topic to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

Topic No. 4: Any investment in the Real Estate by You, Servicios Funerarios, Andre El-Mann, or the El-Mann Family.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Topic to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

Topic No. 5: The income or return on investment projected to flow to You, Servicios Funerarios, Fibra Uno, or the El-Mann Family as a result of acquiring any ownership interest in the Real Estate, including any analysis done thereof.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Topic to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

Topic No. 6: Any due diligence conducted by You, Fibra Uno, or Servicios Funerarios of Gayosso in connection with the SPA and Gayosso Transaction, including:

- a. about any document requests made by You, the El-Mann Family, or Servicios Funerarios;
- b. about any documents that were reviewed by You, the El-Mann Family, or Servicios Funerarios;
- c. about any analysis conducted in connection with the SPA including any valuation,

quality of earning, and researches; and

- d. about any communications between Gayosso and You, Servicios Funerarios, or the El-Mann Family.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Topic to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

Topic No. 7: Gayosso's SAP system or any other financial information system used by Gayosso, and any review thereof by You and/or the El-Mann Family.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Topic to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

Topic No. 8: Any review of Gayosso's compliance with legal requirements in connection with the Gayosso Transaction conducted by You and/or the El-Mann Family.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Topic to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

Topic No. 9: The SAP or any other financial information system used by Gayosso, including without limitation any and all documents and communications concerning the removal of, or failure to enter, any invoices or any other information.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to

instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International.

Topic No. 10: The formation, ownership, management, and structure of Servicios Funerarios, and Your and/or the El-Mann Family's relationship therewith.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Request to the extent it presumes a relationship between Fibra Uno and Servicios Funerarios. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Topic to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

Topic No. 11: Any financing that You, Servicios Funerarios, and/or the El-Mann Family obtained or attempted to obtain in connection with the Gayosso Transaction, including without limitation any KYC performed by any bank.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Topic to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

Topic No. 12: Your knowledge of and involvement in the Mexican Civil Proceedings, as well as their current procedural status.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by

this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Topic to the extent it seeks information that is publicly available.

Topic No. 13: Your knowledge of and involvement in the Mexican Criminal Proceedings, as well as their current procedural status.

Response: Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Topic as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Topic on the basis that it includes within its scope information not relevant to any claim or defense. Fibra Uno further objects to this Topic on the basis that the testimony sought by this Request can be obtained from and is thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Topic to the extent it seeks information that is publicly available.

Dated: November 28, 2023

SUSMAN GODFREY L.L.P.

/s/ Jacob W. Buchdahl

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CERTIFICATE OF SERVICE

I hereby certify that on November 28, 2023, copies of the foregoing were caused to be served upon the following via electronic and first-class mail:

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